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Attorney for: Plaintiff CARLOS AMADOR

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CARLOS AMADOR, an Individual;  
Plaintiff,  
vs.

ADT LLC dba ADT Security Services,  
a limited liability company;  
DEFENDERS, LLC., a limited liability  
company; EXPERIAN  
INFORMATION SOLUTIONS INC., a  
corporation; TRANS UNION, LLC, a  
limited liability company; COMPLETE  
CREDIT SOLUTIONS, INC., a  
corporation, and DOES 1-25, Inclusive,

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES:**

1. VIOLATION OF THE FAIR CREDIT REPORTING ACT;
2. VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT;
3. FAIR DEBT COLLECTION PRACTICES ACT.

**JURY TRIAL DEMANDED.**

Plaintiff alleges:

1. Plaintiff CARLOS AMADOR ("Plaintiff") is a resident of the County of Los Angeles, State of California.

1           2. Defendant ADT LLC dba ADT SECURITY SERVICES (“ADT”) is a  
2 limited liability company doing business in the State of California, County of Los  
3 Angeles. ADT has corporate offices within this judicial district.

4           3. Defendant DEFENDERS, INC. (“DEFENDERS”) is a limited  
5 liability company doing business in the State of California, County of Los Angeles.

6           4. Defendants, EXPERIAN INFORMATION SOLUTIONS INC.  
7 (“EXPERIAN”), TRANSUNION, LLC (“TRANSUNION”) are business entities,  
8 forms unknown, doing business in the State of California as credit bureaus which  
9 receive negative credit information about consumers and which then publish such  
10 information in credit reports available to its subscribers. Collectively, these  
11 defendants will be referred to as “credit bureau defendants” or “credit agency  
12 defendants”. EXPERIAN and TRANSUNION have corporate offices within this  
13 judicial district.

14           5. Defendant COMPLETE CREDIT SOLUTIONS, INC. (“CCS”) is a  
15 business entity doing business as a collection agency in the State of Texas, County  
16 of Tarrant.

17           6. Plaintiff does not know the true names and capacities, whether  
18 corporate, partnership, associate, individual or otherwise of Defendants sued herein  
19 as Does 1 through 10, inclusive, under the provisions of Section 474 of the  
20 California Code of Civil Procedure. Plaintiff is informed and believes and on that  
21 basis alleges that Defendants Does 1 through 1-25, inclusive, are in some manner  
22 responsible for the acts, occurrences and transactions as officers, directors or  
23 managing agents of Defendants or as its agents, servants, employees and/or joint  
24 venturers and as set forth in this complaint, and that each of them are legally liable  
25 to Plaintiff, as set forth below and herein:

1 a) Said Officers, directors or managing agents of Defendants personally  
2 acted with oppression, fraud or malice with respect to the matters alleged in this  
3 complaint;

4 b) Said officers, directors or managing agents of Defendants personally  
5 authorized, approved of, adopted and/or ratified the acts alleged herein or the  
6 agents, servants, employees and/or joint venturers of Defendants did so act;

7 c) Said officers, directors or managing agents of Defendants personally  
8 participated in the acts alleged herein of Defendants;

9 d) Said Officers, directors or managing agents of Defendants personally had  
10 close supervision of their agents, servants, employees and/or joint venturers of  
11 Defendants;

12 e) Said Officers, directors or managing agents of Defendants personally  
13 were familiar with the facts regarding the matters alleged herein;

14 f) Said officers, directors or managing agents of Defendants personally  
15 failed to investigate the circumstances appertaining to the acts alleged herein.  
16 They also failed and refused to repudiate the alleged actions and failed to redress  
17 the harm done to Plaintiff. Further, said Officers, directors, or managing agents of  
18 Defendants failed and refused to punish or discharge the said agents, servants,  
19 employees and/or joint venturers of Defendants, even after learning of the acts of  
20 the agents, servants, employees and/or joint venturers of Defendants. Plaintiff will  
21 seek leave to amend this complaint to set forth the true names and capacities of  
22 said fictitiously named Defendants as enumerated above, together with appropriate  
23 charging allegations, when learned.

24 7. Plaintiff is informed and believes, and thereon alleges that at all  
25 relevant times herein each Defendant, whether actually or fictitiously named, was  
26 the principal, joint venturer, agent, servant or employee of each other Defendant,  
27 and in acting as such within the course, scope and authority of such relationship,  
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1 took some part in the acts and omissions hereinafter set forth, by reason of which  
 2 each Defendant is liable to Plaintiff for the relief prayed for in this complaint, and  
 3 any future amended complaint. Further, Plaintiff alleges that each act alleged  
 4 herein, whether by a named Defendants or fictitiously named Defendants or  
 5 otherwise, was expressly authorized or ratified, as these terms are in California  
 6 Civil Code Section 3294(b), by each and every other Defendant herein used,  
 7 whether named or fictitiously named.

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 9 **FIRST CAUSE OF ACTION**

10 **[VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
 11 **AGAINST ADT LLC, EXPERIAN, TRANSUNION, COMPLETE CREDIT**  
 12 **SOLUTIONS AND DOES 1-25, INCLUSIVE]**

13 8. Plaintiff re-alleges and incorporates all preceding paragraphs as  
 14 though set forth in full in this cause of action.

15 9. Plaintiff is a consumer as this term is defined by 15 U.S.C. Sec.  
 16 1681a(c) of the Fair Credit Reporting Act. ADT is a “furnisher” as defined by 15  
 17 U.S.C. 1681s-2 of the Fair Credit Reporting Act. EXPERIAN and TRANSUNION  
 18 are a “consumer reporting agencies” as that term is defined in 15 U.S.C. Section  
 19 1681a (f).

20 10. On or about January 20, 2018, an ADT/DEFENDERS agent went  
 21 Plaintiff’s house for the purpose of installing a ADT security system. A  
 22 representative of ADT/DEFENDERS quoted Plaintiff a monthly rate of \$27.99  
 23 over the phone, when Plaintiff agreed to have the ADT security system installed.  
 24 After the Agent installed the ADT security system equipment, he had Plaintiff sign  
 25 his electronic pad. When the Agent asked Plaintiff to confirm the amount, Plaintiff  
 26 noticed the monthly rate was higher and different from what ADT/DEFENDERS  
 27 originally quoted. Plaintiff informed the Agent he did not want the service if the  
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1 service was not going to be the agreed upon monthly rate. The Agent stated that he  
2 made an error and prepared a new handwritten contract for \$27.99 per month.

3 11. A month later, Plaintiff received a bill that was not for the agreed-  
4 upon \$27.99 monthly rate, but rather a much larger amount. Plaintiff contacted  
5 both the vendor ADT and installer DEFENDERS about the error. Defendants ADT  
6 and DEFENDERS informed Plaintiff that they would correct the error. After a  
7 couple of more weeks, defendants ADT and DEFENDERS corrected Plaintiff's  
8 monthly bill and sent Plaintiff a letter stating that the contract was for a monthly  
9 rate of \$27.99.

10 12. Plaintiff continued making his agreed \$27.99 regular monthly  
11 payments on time.

12 13. In March of 2018, after making his regular monthly payments for  
13 three (3) months, Plaintiff was informed by ADT that his security system service  
14 was canceled due to an issue with the contract provided by defendant  
15 DEFENDERS. Plaintiff contacted defendant DEFENDERS. Defendant  
16 DEFENDERS informed Plaintiff that the ADT security system account had been  
17 closed and sent to a collection agency. Defendant DEFENDERS stated that they  
18 could not provide an answer because it was "out of their hands." and sent to a  
19 collection agency Complete Credit Solutions (CCS).

20 14. When Plaintiff contacted CCS, they stated that he had not paid the  
21 larger amount than what had been written into the contract on January 20, 2018.  
22 Plaintiff contacted defendant ADT and provided them with a copy of the original  
23 handwritten contract. Defendant ADT said they would correct the error. However,  
24 defendant ADT did not correct the error and sold the "debt" to multiple collection  
25 agencies.

26 15. In November of 2020, without notice, Plaintiff received a negative  
27 collection mark on his credit from CCS pertaining to the ADT account. This came  
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1 as a shock to Plaintiff, as he never received any notice by mail or email regarding  
2 them having this “debt.”

3 16. Plaintiff disputed the CCS collection account with all three (3) credit  
4 bureaus, and the CCS account was subsequently removed. In June 2022, the CCS  
5 account pertaining to the ADT “debt” reappeared on Plaintiff’s EXPERIAN and  
6 TRANSUNION credit report. When Plaintiff disputed the account, he provided a  
7 copy of the January 20, 2018, written contract with ADT. However, defendant  
8 EXPERIAN and TRANSUNION did not remove the CCS collection account from  
9 both of his EXPERIAN and TRANSUNION credit report.

10 17. On or about May 20, 2021, Plaintiff contacted CCS at the phone  
11 number listed on his EXPERIAN credit report. CCS informed Plaintiff that while  
12 they could investigate the account, it would take a long time, but they could  
13 remove the negative credit mark if Plaintiff paid \$200.

14 18. Plaintiff was outraged not from the amount, but the fact it was a  
15 fraudulent account. He does not have any late payments on his credit report and all  
16 their accounts are in good standing. The collection agency is holding his credit  
17 rating hostage based on fraud created by another company. Plaintiff informed CCS  
18 they never sent him a letter or notice to dispute the item but they disagreed and  
19 said they had. Plaintiff asked for proof, CCS said they did not have to provide it.  
20 Plaintiff states they did not provide it as USPS sends notifications and images of  
21 all the letters he receives and has every single notification for the past few years.

22 19. Plaintiff asked CCS to send him an itemized list of what he is  
23 supposed to owe and why they believe it is a valid debt and not fraud, but CCS  
24 refuses to provide any information regarding the debt being collected.

25 20. Plaintiff believes CCS is using extortion methods to force him to pay  
26 towards a fraudulent contract. CCS never sent him any notices prior or since  
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1 posting a negative mark on his credit and states that he can get rid of the negative  
2 mark if he pays them \$200.

3 21. Plaintiff complied with all requests of each of the Defendants to  
4 provide information in order to have the erroneous marks removed from his credit  
5 reports. Despite the insistence of Plaintiff, the Defendants, and each of them,  
6 failed to correct the errors and failed to undertake sufficient investigations upon  
7 being notified of the errors.

8 22. Within the past several years, Defendants, and each of them, willfully  
9 violated the provisions of the Fair Credit Reporting Act in at least the following  
10 respects:

11 a. By willfully and negligently failing, in the preparation of the  
12 consumer report concerning Plaintiff, to follow reasonable procedures to assure  
13 maximum possible accuracy of the information in the report;

14 b. By willfully and negligently failing to correct, after receiving ample  
15 notice, information about the Plaintiff which defendants knew, or should have  
16 known, was incomplete and/or inaccurate;

17 c. By willfully and negligently failing to correct and/or delete the  
18 incomplete and inaccurate information in Plaintiff's file after conducting an  
19 investigation;

20 d. By willfully and negligently failing to conduct a reasonable  
21 investigation of Plaintiff's complaints, and by willfully and negligently failing to  
22 implement corrective actions once the outcome of such investigations were known,  
23 or should have been known, to the defendants;

24 e. By willfully and negligently failing to provide subsequent users of  
25 the report with the Plaintiff's statement of dispute or a summary thereof;

26 f. By willfully and negligently failing to provide such information to  
27 the credit bureaus indicating the full nature, reasons and extent of Plaintiff's  
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1 dispute, and thus causing the credit report to the credit bureaus to be inaccurate and  
2 incomplete.

3 23. **Reinsertion violation:** in violation of 1681i (a) (5), defendants  
4 EXPERIAN, TRANSUNION and DOES 1-25, Inclusive, reinserted the false credit  
5 information without following the certification and notification steps as outlined in  
6 15 U.S.C. Section 1681i (a) (5) (B).

7 24. As a proximate result of the actions of the Defendants, and each of  
8 them, Plaintiff has been damaged in an amount which will be proven at time of  
9 trial. As provided under the cited law, Plaintiff is entitled to actual damages, pain  
10 and suffering, punitive damages, penalties, costs and attorney fees.

11 25. Plaintiff alleges that defendants, and each of them, have willfully  
12 violated FCRA with respect to Plaintiff and towards others similarly situated.  
13 Specifically, defendants deliberately have inefficient procedures for correcting  
14 their credit files, because they know that a certain number of consumers will either  
15 be intimidated or too frustrated to continuously fight back against the constant  
16 onslaught of collection activities for invalid debts. Defendants, and each of them,  
17 know that a certain number of consumers would rather pay than fight, even if the  
18 debt is not actually owed. These defendants know that their systems intimidate  
19 consumers so they'll pay debts even if not valid or not completely valid. These  
20 facts were not disclosed to the Plaintiff and are not disclosed to the public at large.

## 21 **SECOND CAUSE OF ACTION**

### 22 **[VIOLATION OF THE CALIFORNIA CONSUMER** 23 **CREDIT REPORTING AGENCIES ACT AGAINST ADT LLC DBA ADT** 24 **SECURITY SERVICES, CCS AND DOES** 25 **1-25, INCLUSIVE]** 26



1           26. Plaintiff incorporates all preceding paragraphs as though alleged in  
2 full in this cause of action.

3           27. Within two years prior to the filing of the complaint in this action,  
4 defendant ADT, CCS and DOES 1-25, Inclusive, both willfully and negligently  
5 violated the California Consumer Credit Reporting Agencies Act in at least the  
6 following ways:

7           28. By willfully and negligently furnishing to credit reporting agencies  
8 information about the Plaintiff which Defendants ADT, CCS and DOES 1-25,  
9 Inclusive knew, or should have known, was incomplete or inaccurate.

10          29. Each of the Defendants ADT, CCS and DOES 1-25, Inclusive  
11 willfully and negligently failed in their obligations to examine credit reporting  
12 information before reporting it, and then later to reinvestigate and correct the  
13 derogatory marks after receiving notice of the inaccuracies. Plaintiff alleges that  
14 the policies and practices of each of the Defendants ADT, CCS and DOES 1-25,  
15 Inclusive, permit sloppy and inaccurate credit reporting and then hinder and  
16 obstruct adequate and meaningful reinvestigations, and that each defendant knows  
17 of this effect of its policies and practices.

18          30. As a proximate result of the willful and negligent actions of the  
19 Defendants ADT, CCS and DOES 1-25, Inclusive, and each of them, Plaintiff has  
20 suffered both general and special damages in an amount which will be proven at  
21 time of trial. As provided under the cited laws, Plaintiff is entitled to actual  
22 damages, loss of wages, damage to credit reputation, pain and suffering, costs and  
23 attorney fees. Plaintiff is also entitled to punitive damages and statutory penalties  
24 for willful violations of the California Consumer Credit Reporting Agencies Act.

**THIRD CAUSE OF ACTION**

**[VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT  
AGAINST COMPLETE CREDIT SOLUTIONS INC. AND DOES 1-25,  
INCLUSIVE]**

31. Plaintiff re-alleges and incorporates all preceding paragraphs as though set forth in full in this cause of action.

32. As a debt collector CCS, violated sections of the Fair Debt Collection Practices Act:

a) 15 U.S.C. Section 1692d: harassment, oppression and abuse generally prohibited (the attempted extortion is harassment and oppression).

b) 15 U.S.C. Section 1692e (2): prohibits the false representation of the character, amount or legal status of any debt.

c) 15 U.S.C. Section 1692e (8): communicating or threatening to communicate credit information which is known or which should be known to be false or inaccurate.

d) 15 U.S.C. Section 1692e (10): prohibits the use of any false or deceptive means to collect or to attempt to collect a debt.

e) 15 U.S.C. Section 1692f (1): collecting or attempting to collect any amount not authorized and/or not permitted by law. 15 U.S.C. Section 1692g: failure to validate debts after receipt of notice from the consumer.

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general and special damages according to proof at trial;
2. For punitive damages;
3. For statutory penalties/punitive damages against defendant ADT for each separate violation of the California Consumer Credit Reporting Agencies Act;
4. For attorney's fees and expenses;

1           5. For costs of suit;

2           6. For such other relief as the court deems just and proper.

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4 Dated: October 12, 2022      LAW OFFICES OF ROBERT F. BRENNAN, A P.C.

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6                                   By: /s/ Robert F. Brennan

7                                   ROBERT F. BRENNAN

8                                   Attorney for Plaintiff CARLOS AMADOR  
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